

Program Dates: August 15, 2024 – March 31, 2025

Promotion Details:

- \$100 Re-Power Rebate Large GX (GX240 -390)
- \$300 Re-Power Rebate V-Twin (GX600 800)
- Whole good must be re-powered from non-Honda engine to a Large GX or V-Twin Honda Engine.
- Excludes vertical engines.

Rebate Claim Process:

• Submit your rebate claims forms through email to <u>sales@lightbournequipment.com</u>. See below for claim form.

General Policies

The following policies are in effect at all times:

- Orders may be accepted or rejected at the discretion of Lightbourn Equipment Company
- All sales are FOB Lightbourn Equipment Company's warehouse.
- In all matters relating to the interpretation and application of any rule, condition, or limitation of this program, the decision of American Honda shall be final.
- American Honda reserves the right to modify, amend, or terminate this program at any time in its sole discretion. In no event shall Lightbourn Equipment Company or American Honda be liable for any damages arising out of or related to any modification, amendment, or termination of this program.
- In any dispute concerning the eligibility or ineligibility of any sale, the records of AHM shall control.
- This program and these program terms shall be governed and construed in accordance with the laws of the State of California without reference to its conflict of laws provisions.

No Commitment to Supply

A dealer's participation in this sales program does not guarantee products will be available to meet such dealer's estimated volumes, and American Honda makes no commitment to supply products to any dealer under this sales program.

Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL AHM OR ITS AFFILIATES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THE PROGRAM, INCLUDING ANY FAILURE TO DELIVER PRODUCTS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF AHM OR ITS AFFILIATES WERE ADVISED OF THE POSGIBILITY OF SUCH DAMAGES. THE MAXIMUM AGGREGATE LIABILITY OF AHM AND ITS AFFILIATES ARISING OUT OF OR RELATING TO THE PROGRAM WHETHER UNDER CONTRACT, TORT OR OTHERWISE), AND EVEN IF AHM OR ITS AFFILIATES WERE ADVISED OF THE POSGIBILITY OF SUCH DAMAGES. THE MAXIMUM AGGREGATE LIABILITY OF AHM AND ITS AFFILIATES ARISING OUT OF OR RELATING TO THE PROGRAM WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY DEALER TO AHM FOR PURCHASES MADE PURSUANT TO THE PROGRAM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.

RePowered By Honda Rebate Form

| Lightbourn Equipment Company Account Number: |
|----------------------------------------------|
| Dealer Name: |
| Dealer Address: |
| |
| Contact Name: |
| Contact Email: Contact Phone: |
| VIN of Honda Engine: |
| Re-Power Date: |
| Product Family: 🗌 Large GX 🔲 V-Twin |
| Product Re-Powered: |
| Brand of Engine Replaced: |